

Resolution No. 2025-3367

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, relating to the Purchase Order # 40003 increase in funds for the purchase of ZHA Incorporated services; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2024, and terminating on September 30, 2025, specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditure within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision such as regarding the Purchase Order # 40003 increase in funds for the purchase of ZHA Incorporated services; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment; Purchase Order # 40003 ZHA Incorporated Services. The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2024, and terminating on September 30, 2025, is hereby revised and amended by Attachment "A" to fund the Purchase Order # 40003

increase in funds for the purchase of ZHA Incorporated services. The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2024, and terminating on September 30, 2025, shall remain in full force and effect.

Section 2. Implementing Administrative Actions. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings. The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed to include the actions relative to Purchase Order # 40003 increase in funds for the purchase of ZHA Incorporated services.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date. This Resolution shall become effective immediately upon enactment.

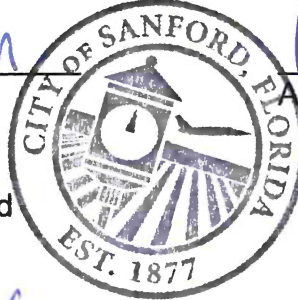
Passed and adopted this 31st day of March, 2025.

Attest:

City Commission of the City of
Sanford

Traci Houchin, MMC, FCRM

Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff, Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.

William Colbert
William Colbert
City Attorney

KENNETH N. CROTT
KENNETH N. CROTT
ACA

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 24/25

Department: PW - Utilities

Division: Water & Sewer

Date: 3/11/2025

CHANGES IN REVENUES

| REVENUE ACCOUNT NUMBER | | | | | | Current | Current | Amount of | Adjusted |
|----------------------------------|------|----------|-----|--------|-----------------------|---------|------------------|-----------|----------|
| Fund | Dept | Activity | Obj | Proj # | Revenue Account Title | Budget | Finalized Budget | Change | Balance |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| TOTAL CHANGES IN REVENUES | | | | | | | | \$ | - |

CHANGES IN EXPENDITURES

| EXPENDITURE ACCOUNT NUMBER | | | | | | Current | Current | Amount of | Adjusted |
|--------------------------------------|------|----------|-----|--------|---------------------------------------|---------------|--------------|-------------|---------------|
| Fund | Dept | Activity | Obj | Proj # | Expenditure Account Title | Budget | Balance | Change | Balance |
| W/S Combination | | | | | | | | | |
| Services/Improve Other Than | | | | | | | | | |
| 452 | 4530 | 536 | 63 | 00 | WW2411 BLDG | \$ 17,020,930 | \$ 7,829,246 | \$ (80,000) | \$ 7,749,246 |
| W/S Combination | | | | | | | | | |
| Services/Improve Other Than | | | | | | | | | |
| 452 | 4530 | 536 | 63 | 00 | WW2015 BLDG | 17,020,930 | 7,829,246 | (10,000) | 7,819,246 |
| W/S Combination | | | | | | | | | |
| 452 | 4530 | 536 | 31 | 00 | DW0193 Services/Professional Services | 644,744 | 2,150 | 90,000 | 92,150 |
| | | | | | | | | | - |
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| TOTAL CHANGES IN EXPENDITURES | | | | | | | | \$ | 90,000 |

REASON FOR AMENDMENT: moving funds for additional work needed for meters under ZHA PO 40003

DIRECTOR APPROVAL: *Brynt Johnson* Brynt Johnson (Mar 13, 2025 12:46:10) **DATE:** 03/18/2025

FINANCE APPROVAL: *Cynthia Lindsey* **DATE:** 3/13/25

CITY MANAGER APPROVAL: *Craig M. Babcock* **DATE:** 03/18/2025

CITY COMMISSION AGENDA DATE: _____ **APPROVED?** Y

FOR FINANCE USE

Entry Date: _____ **Batch Number:** _____ **Document #:** BA 07-100



ZHA

- Sanford 2025 Extension

Revised Statement of Work

March 14, 2025

Presented By:
Laurie Allen, CFO
Laurie.Allen@SLserco.com
612-709-6107

Executive Summary

Thank you for requesting our services. Clear procedures, shared timelines, and strong communication are highly valued by SL-serco, and essential to ensuring a successful project. This Statement of Work (SOW) defines the project's scope and each party's responsibilities pertaining to services being provided. On the following page(s) please find deliverables and responsibilities in Exhibit A, and the fees for service in Exhibit B.

| | |
|-----------------------|--|
| Client Name | ZHA |
| Client Contact | Matt Gans matt.gans@zha-fl.com |
| Utility | Sanford, FL |
| Project Name | ZHA - Sanford 2025 Extension |
| Begin Date | March 17, 2025 |
| End Date | December 31, 2025 |
| SL-serco Lead | Wesley Gamble, wesley.gamble@sl-serco.com (931) 307-3450 |

50 Years of Excellence

Exhibit A – Description of Work

SL-serco will dedicate resources for the following work activities as directed by Matt Gans of ZHA.

SL-serco Responsibilities

Implementation Project

- **SL serco will use up to 231 hours for the following tasks:**
- Full Deployment Installation and Implementation
 - Weekly Meetings
 - Remote Project Oversight
- Final Testing and Acceptance
 - Endpoint Acceptance Testing
 - System Acceptance Testing
 - Final Testing
 - Final Contract Sign-off
- Project Closeout Meeting
 - Approve and Sign Fulfillment Document
 - Lessons Learned Review
 - Present Evaluation Forms
- Contingency Hours
- Overage Hours

Field Audit Project

- Field Audits
 - 2 Trips
 - Onsite Field Audit Inspections

ZHA Responsibilities

- Payment of invoices within a timely manner.
- Communication throughout the project to adjust needs and expectations.
- Assign a project contact within ZHA for coordination with SL-serco.
- Coordinate with Sanford as needed to facilitate meetings and on-site needs.

Sanford, FL Responsibilities

- Coordinate with SL-serco and ZHA to communicate needs in a timely manner.
- Participate in project update calls, training, and testing.
- Assist with identifying and finding installations to audit as needed.

Exhibit B – Fees for Service

SL-serco will invoice ZHA monthly for time and materials. Travel will be invoiced at cost + 10% after the date of travel.

| Item Description | Fees |
|------------------------|--------------------|
| Implementation Project | \$60,000.00 |
| Field Audit Project | \$28,000.00 |
| Total | \$88,000.00 |

PURCHASE ORDER



CITY OF
SANFORD
FLORIDA

DATE: 01/04/24
FACSIMILE: 407-688-5021

PO NUMBER: 040003

FLORIDA TAX EXEMPT
NO.: 858012621681C-8

SUBMIT INVOICES TO:
INVOICE_UD@SANFORDFL.GOV

VENDOR NO.: 13175

TO:

ZHA INCORPORATED
2290 LUCIEN WAY, SUITE 300
MAITLAND, FL 32751

SHIP TO:

CITY OF SANFORD
300 N PARK AVE
SANFORD, FL 32771

| DELIVER BY | TERMS | F.O.B. DESTINATION UNLESS OTHERWISE INDICATED | BID OR QUOTATION NO. | REQUISITION NO. | |
|--|---|--|-------------------------|-----------------|------------------|
| 09/30/24 | NET/30 | | | 71191 | |
| ACCOUNT NO.: 452-4530-536.31-00 | | PROJECT NO.: DW0192 | | | |
| NO DEVIATION FROM THIS PURCHASE ORDER WILL BE ALLOWED UNLESS AUTHORIZED BY THE PURCHASING MANAGER - CITY OF SANFORD | | | | | |
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT OF ISSUE | UNIT COST | EXTENDED COST |
| 1 | PHASE 3 MASS METER CONSULTING MANAGEMENT OF SL SERCO, FULL DEPLOYMENT SERVICES installation & implementation to include weekly meeting and project oversight for quality control. Project closeout and performance evaluation will be completed on SL Serco. CITY CONTRACT # PBA 22/23-231;L OSCEOLA COUNTY CONTRACT NO. PS 22/12731 MM CC APPROVED 11/13/23 | 300000.00 | NA | 1.00 | 300000.00 |
| | | | SUB-TOTAL | | 300000.00 |
| | | | TOTAL | | 300000.00 |

APPROVED BY: *M. O'Leary*
PURCHASING AGENT

APPROVED BY: *Craig M. Balfanz*
CITY MANAGER

All packages and Invoices applicable to this P.O. must bear this P.O. Number. The Vendor shall comply with all specified and reference herein before and after. Any attempts to insert language to change these terms and conditions are hereby rejected and will be resolved in favor of the City of Sanford. Standard terms and conditions hereby incorporated into this purchase order may be found at <http://www.sanfordfl.gov/index.aspx?page=879>

PURCHASE ORDER TERMS AND CONDITIONS

1. By accepting this Purchase Order (PO) the Vendor accepts all of the Terms and Conditions included herein. The Buyer is the City of Sanford, Florida, hereinafter referred to as the "City". The term "City" is used in a broad sense to include its employees, directors, officers, agents, volunteers, etc.
2. All information referenced is hereby incorporated into the PO. These Terms and Conditions may be varied only by written amendment signed by the parties. All modifications in performance, including but not limited to, extensions of time, renewal, or substitution are void absent dually signed amendment by the parties. Time is of the essence of the lawful performance of the duties and obligations contained in the Purchase Order. The Vendor agrees that Vendor shall diligently and expeditiously pursue Vendor's obligations.
3. Cancellation rights reserved by the City. The City may cancel this PO in whole or in part at any time for default by written notice to the Vendor. The City shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination.
4. Terms of shipping are F.O.B. the City's delivery location unless otherwise noted within the terms of this PO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is acknowledged by an authorized City representative.
5. Prices stated on this PO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. Extra charges for any purpose will not be allowed unless explicitly indicated on the PO. This order is hereby cancelled, if pricing is omitted.
6. The Vendor warrants that any material or equipment supplied hereunder is new, unused condition and free from defects in title, workmanship, defects in design and in full compliance with the specifications defined by the City in the order. The goods or services furnished under this PO are covered by commercial warranties for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City. A copy of these warranties and all applicable manufacturers warranties shall be furnished at the time of delivery.
7. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods and/or services with the requirements of this purchase order and to reject any delivery not in compliance. If any deficiency is not visible at the time of delivery the City reserves the right to take and/or require appropriate corrective action upon the discovery of any deficiency, non-compliance, or defect.
8. All tools or property furnished to the Vendor by the City shall remain the property of the City, be subject to removal upon the City's demand, be used only on behalf of the City, be maintained in good order, and be clearly identified as property of the City. The Vendor assumes any and all liability of whatsoever type or nature for loss or damage to such property.
9. The Vendor agrees to comply with all Federal, State of Florida, Seminole County, City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.
10. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or agents. Additionally, the Vendor accepts responsibility for all damages resulting in any way related to the procurement and delivery of goods or services contemplated in this purchase order. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
11. The Vendor shall not assign this PO, any rights under this PO or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
12. The Vendor shall not disclose the existence of this PO without prior written consent of the City except as may be required to perform this PO.
13. All Material purchased hereunder must be packaged to ensure its security and delivery in accordance with the City's shipping and packaging specification and good commercial practice. Each package shall be labeled indicating the addressee of each package or shipment and the applicable PO number. All shipments shall comply with HAZMAT requirements including, but not limited to, (DOT) regulations published in 49CFR 1399, OSHA regulations 29 CFR 4999.
14. The Vendor shall perform the obligations of this PO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
15. The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures.
16. After each delivery, the Vendor shall provide to the bill to address an original, proper invoice (single copy) which includes: a) Vendor's name (dba), telephone number, mailing address; b) City's P.O. Number; c) Date of invoice; d) Shipping date; e) Delivery date; f) Payment terms; g) Description of goods/services; h) quantity; i) Unit price; j) Extended price; k) Total. The City has the right to reconcile invoice with the PO and adjust payment accordingly to comply with the PO. Payment will be made only to the Vendor identified on the PO and for received and accepted goods/services. The City shall have right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor and shall in the case of Vendor default retain the right to further adjust payments as consistent with the best interests of the City.
17. Payment of invoices will be in compliance with Chapter 218, Part VII of Florida Statutes, City Ordinance No. 3029, Purchasing Policy of the City and the stipulations, terms and conditions of this PO. Any cash discount period will date from receipt of invoice, receipt of actual delivery or date of invoice, whichever is later.
18. If this PO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. In circumstances where insurance is required, Vendor shall provide proofs of insurance required by the City, or City reserves the right to cancel this Purchase Order, immediately suspend performance by the Vendor at Vendor's expense and prohibit access to City premises until such proofs of insurance is verified. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
19. The failure of the city to enforce any provision of this PO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
20. The Vendor shall notify the Purchasing Manager of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MSDS, related to the Material being purchased herein.
21. The City shall have the right at no additional charge to use all or portions of material found in the Vendor's applicable literature relevant to the purchase. The Vendor agrees to advise the City of any updated information relative to the foregoing literature and documentation with timely written notice.
22. A person or affiliate who has been removed from the City's Vendor List may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being removed from the City's Vendor List.
23. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this PO with any contractor who knowingly employs unauthorized alien workers.
24. This PO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Eighteenth Judicial Circuit in and for Seminole County, Florida

Purchasing Division Requisition Form



City of Sanford
PO Box 1788
Sanford, FL
Seminole
32772
Phone: 407-688-5030
Fax: 407-688-5021
Email:
purchasing@sanfordfl.gov
www.sanfordfl.gov

| | |
|----------------|---------------------------|
| Department | Utilities |
| Contact Person | William Marcous/Teresa T |
| Vendor | ZHA Incorporated |
| Address | 601 N. Magnolia Ave.,#100 |
| Contact Person | Robert Utsey |

Tel 407.902.2561 Email robert.utsey@zhaintl.com

Requisition# 71191 PO# _____ Date 11/14/2023

| Line Item | Account Code | Description | Quantity Unit | Extended Price |
|-----------|--------------------|---|---------------|----------------|
| 1 | 452.4530.536.31.00 | consulting services for mass meter exchange | 1 | 300,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Delivery Instructions:

Additional Comments:

attachments
COI
PBA 22_23-231
ZHA responsibilities
CC approval 11/13/2023

Finance Manager

Budget Transfer

Override Accounts (Initials)

William M. Marcous

Internal Use Only

| Amount Paid | Check No. | Date |
|-------------|-----------|------|
| | | |

ZHA Responsibilities for managing SL-serco

Full Deployment Installation & Implementation

Weekly Meetings (7 biweekly + 56 weekly)

- Facilitate meetings on a biweekly basis. Meetings will include Sanford staff, Core and Main staff, Sensus staff and SL-serco staff. Meetings are to discuss progress, identify issues and assign responsibility for mitigation steps, identify risks and resolutions, and discuss any topics relevant to the project.

Project Oversight (13 trips + 32 hours/week)

- Early trips will focus on installation Quality Control and meter to cash processes, troubleshooting and assisting Sanford with issues that arise.
- Later trips will focus on future state processes with each department, Quality Control efforts and issues that arise.
- The goals of each trip will be planned with Sanford staff, prior to arrival.

Davis Bacon Requirements

Interviews, Observations, and Certified Payroll

- Acquire HUD Project Wage Rate Sheet and weekly Certified Payroll reports from all subcontractors.
- Interview random installers at the beginning of the project and again close to final completion. Make observations on job performed.
- Compare Certified Payroll to answers provided.

Follow-up, Investigations, and Reporting

- If answers from the employee do not match with the Certified Payroll, conduct Follow-up questioning and investigate the discrepancies. File reports as needed.

Project Closeout Meeting - Participation

Approve and Sign Fulfillment Document

- Review and approve fulfillment obligations.

Lessons Learned Review

- Review of what was learned from this project.

Present Evaluation Forms

- Sanford will have the opportunity to evaluate SL-serco's performance.

ZHA Incorporated Piggyback Contract (PBA 22/23-231) for the Provision of Facility Construction Consulting And Owner's Representation Services

The City of Sanford, Florida, a Florida municipal corporation (hereinafter referred to as the "City") enters this "Piggyback" Contract (hereinafter referred to as the "Contract") with ZHA Incorporated, a Florida corporation (hereinafter referred to as the "Vendor"), whose principal and mailing address is 601 North Magnolia Avenue, Suite #100, Orlando, Florida 32801, under the terms and conditions hereinafter provided. The City and the Vendor may be collectively referenced herein as the "Parties."

The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The Parties agree that the Vendor has entered into a contract with Osceola County, Florida said contract being a "Professional Services Contract" and identified as "Facility Construction Consulting And Owner's Representation Services On A Task Authorization Basis" under procurement number "PS-22-12731-MM", as said contract may have been amended, relating to the provision of facility construction consulting and owner's representation services (said original contract documents being referred to as the "Original Government Contract").

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the Original Government Contract are fully binding on the Parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City

policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing. No services procured under this Agreement will be subject to the provisions of the *Consultants' Competitive Negotiation Act*, as codified in Section 287.055, *Florida Statutes*.

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between the Vendor and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by the Vendor naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by the Vendor in accordance with Exhibit B attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see *Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf* (sanfordfl.gov). The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the City in its sole and absolute discretion. The Vendor shall adhere to all applicable law including, but not limited to, the guidance of the Florida Attorney General expressed in Advisory Legal Opinions relative to the implementation of the local business tax under Chapter 205, *Florida Statutes*. Further, without anyway limiting the obligation to ensure compliance with all controlling law, the Vendor shall comply with the laws relating to debt collection insofar as they may be applicable.
- c. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, The Vendor agrees that it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Owen Christopher Smith
Project Planner, Urban Design
Development Services Department
City Hall
300 North Park Avenue
Sanford, Florida 32771
Phone: 386-688- 5144

- d. Notwithstanding anything in the Original Government Contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the Parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The laws of the State of Florida shall control any dispute between the Parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.
- e. Notwithstanding any other provision in the Original Government Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.
- g. The Vendor understands that Florida Statutes, Chapter 119 – Public Records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
 - i. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK**

AVENUE, SANFORD, FL 32771,
TRACI.HOUCHIN@SANFORDFL.GOV.

- II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, The Vendor must:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - III. If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
 - IV. Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.
- h. The Vendor, in the event of any ambiguity in the contractual relationship between the Vendor and the City, shall comply with

all "Standard Contractual Terms and Conditions", as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov))

- i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and the Vendor.

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the City.

Attest:

ZHA INCORPORATED, a Florida corporation.

By: 

Wendy A. Roby
Corporate Secretary

By: 

Frederick J. Mellin
President

Date: 6 FEB 23

ADDITIONAL SIGNATURE BLOCK FOLLOWS:

Attest:

CITY OF SANFORD, a Florida municipal corporation

By: 

Traci Houchin (Feb 13, 2023 12:16 EST)
Traci Houchin, CMC, FCRM
City Clerk

By: 

Art Woodruff (Feb 9, 2023 15:09 EST)
Art Woodruff
Mayor

Date: Feb 9, 2023

Approved as to form and legal sufficiency.

By: 

William L. Colbert
City Attorney

Exhibit "A"

[Attach original government contract]

EXHIBIT "B"

INSURANCE REQUIREMENTS

(1) The Vendor shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

- (a) **Workers Compensation/Employer Liability:** The Vendor shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) **Comprehensive General Liability:** The Vendor shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent vendor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) **Comprehensive Automobile Liability:** The Vendor shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) **Professional Liability:** The Vendor shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) **Sex Abuse Liability:** The Vendor shall provide coverage with limits not less than \$1,000,000 CDL or its equivalent.

(2) All insurance other than Workers Compensation to be maintained by the Vendor shall specifically include the City as an additional insured.

(3) For additional insurance requirements reference is made to the requirements shown in the City's CONTRACT TERMS AND CONDITIONS FOR ALL CITY PROCUREMENTS (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov)).



CITY OF
SANFORD
FLORIDA

APPROVED

WS __ RM X
Item No. 9.M

CITY COMMISSION MEMORANDUM 25-096
MARCH 31, 2025, AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Craig Radzak, Assistant City Manager
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Procurement; Budget Amendment \$90,000 And Purchase Order # 40003 Increase; ZHA Incorporated; Consulting Services; Resolution No. 2025-3367; \$88,000

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Requesting to approve Resolution No. 2025-3367, to amend the budget in the amount of \$90,000 to increase Purchase Order # 40003 to ZHA Incorporated for additional services related to Phase 3 advanced metering infrastructure (AMI) meter deployment consulting services for the mass meter exchange project.

FISCAL/STAFFING STATEMENT:

Funds will be available in the utility's capital account for this project and consulting services.

BACKGROUND:

ZHA Incorporated, as a City vendor, has met the annual procurement threshold of \$50,000 and the approval by the City Commission for further expenditure is required.

ZHA Incorporated has been engaged to provide professional services to the City under a piggyback contract of an Osceola County contract. No services procured from ZHA Incorporated will be subject to the provisions of the Consultants' Competitive Negotiation Act, as codified in Section 287.055, *Florida Statutes*. ZHA Incorporated will provide project management services working with SL Serco on Phase 3 AMI meter deployment consulting services for the City. ZHA Incorporated is currently engaged in a contract (PBA #22/23 – 231) for the new Mayfair Clubhouse, Fire Station #40 and will be, potentially, involved in other significant City projects.

The proposed responsibilities and scope of work for the Phase 3 AMI meter deployment of the program includes full deployment installation and implementation, ensuring compliance with Davis Bacon requirements, final testing and acceptance and closeout.

LEGAL REVIEW:

The Assistant City Attorney has reviewed this matter and has no legal objection to the proposed actions.

RECOMMENDATION:

City staff recommend that the City Commission adopt Resolution No. 2025-3367, to amend the budget in the amount of \$90,000 for an amount not to exceed \$88,000 for the procurement to ZHA Incorporated, as proposed.

SUGGESTED MOTION:

“I move to adopt Resolution No. 2025-3367, as proposed.”

- Attachments:
- (1). Piggyback Contract (PBA # 22/23-231).
 - (2). Quote for additional services.
 - (3). Budget Amendment Form.
 - (4). Resolution No. 2025-3367.